

“ARNOTT’S SHAPES 2025 XBOX” NATIONAL AUSTRALIA & NEW ZEALAND PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these terms and conditions (“Terms and Conditions”). Participation in this promotion is deemed acceptance of these Terms and Conditions.

PROMOTER

2. The Promoter is Arnott’s Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137 (in Australia) and Arnott’s New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent Newmarket, Auckland, 1023, New Zealand (in New Zealand).

ELIGIBILITY

3. Entry is only open to Australian and New Zealand residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. In these Terms and Conditions, “immediate family” means any spouse, ex-spouse, de-facto spouse, de-facto partner, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

PROMOTIONAL PERIOD

5. Entries into the promotion open for Australian residents at 12:00:00am AEDT on 03/02/2025 and close at 11:59:59pm AEST on 05/05/2025 (“**AU Promotional Period**”).
6. Entries into the promotion open for New Zealand residents at 12:00:00am NZDT on 24/03/2025 and close at 11:59:59pm NZST on 08/06/2025 (“**NZ Promotional Period**”).
7. In these Terms and Conditions, the “**Promotional Period**” for Australia is the AU Promotional Period and for New Zealand is the NZ Promotional Period.

HOW TO ENTER

8. To be eligible to enter, individuals must purchase any Arnott’s Shapes product (“**Eligible Product**”) from any retailer or supermarket in Australia or New Zealand that stocks Eligible Products during the relevant Promotional Period (“**Qualifying Purchase**”) in a manner permitted for the promotion under clause 9. An Eligible Product can be a specially marked Shapes product or a non-specially marked Shapes product.
9. Australian residents can make a Qualifying Purchase online, where the supermarket or retailer has an online store. New Zealand residents may also make a Qualifying Purchases online (including any online shopping orders from an online retailer or supermarket), however New Zealand customers that make a Qualifying Purchase online, will only be eligible for the Daily Draw component of this promotion (as detailed below) and will NOT be eligible for an Instant Prize (as detailed below). To be eligible

for an Instant Prize as well as an entry into the relevant Daily Draw New Zealand residents must make a Qualifying Purchase in a physical retailer/supermarket.

10. To enter the promotion, individuals must then undertake the following steps during the relevant Promotional Period:
 - Visit www.ShapesWin.com;
 - Select country and residence
 - Follow the prompts to the entry page;
 - Input the requested details including their full name, mobile phone number, a valid email address and residential address;
 - Upload a copy of their purchase receipt clearly showing where the Qualifying Purchase was made, the product purchased (which must be an Eligible Product) and the date of purchase (which must be during the relevant Promotional Period but before or on the date of submitting an entry); and
 - Submit the fully completed online entry form.
11. Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them that (a) they have been awarded one (1) entry into the relevant Daily Draw (defined below) according to the date/time of their entry; and (b) if they have won an Instant Prize (as defined below at clause 15) and if so, details on how to verify their entry and claim their Instant Prize. Each entrant that has won an Instant Prize must claim their prize by 11.59pm AEST on 05/06/2025 for Australian residents and 11:59pm NZST on 08/07/2025 for New Zealand residents. All winners of an Instant Prize and/or Daily Draw Prize (defined below) are subject to verification in accordance with these Terms and Conditions.

LIMIT ON ENTRIES

12. Multiple entries are permitted, subject to the following:
 - (a) only one (1) entry is permitted per Eligible Product; and
 - (b) each entry must be submitted separately and in accordance with the entry requirements.

DAILY DRAWS

13. There will be one (1) draw conducted for the entries received each day of each Promotional Period (for a total of 92 draws in Australia and 77 draws in New Zealand) ("**Daily Draws**"). Entries into each Daily Draw will open at 12:00:00am and close at 11.59:59pm each day based on ADST/AEST for Australia and NZDT/NZST for New Zealand. Each Daily Draw will take place at KollwitzOwen, Suite 251/10-20 Gwynne Street, Cremorne, VIC 3121 at 11:00am AEDT/AEST (as the case requires) on the first calendar day after entries close for that Daily Draw, with the first Daily Draw taking place on 04/02/2025 (for AU) and 25/03/2025 (for NZ) and the last Daily Draw taking place on 06/05/2025 (for AU) and 09/06/2025 (for NZ). Entries in a Daily Draw will NOT be entered into any subsequent Daily Draw(s). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within seven (7) days of the relevant Daily Draw.
14. The first valid entry drawn in each Australian Daily Draw will each win an Xbox Series X 1TB All-Digital Robot White console valued at AUD\$699. The first valid entry drawn

in each New Zealand Daily Draw will each win an Xbox Series X 1TB All-Digital Robot White console valued at NZD\$799 (each a "**Daily Draw Prize**").

INSTANT PRIZES

15. There will be a total of thirty thousand (30,000) Instant Prizes available to be won randomly, with a maximum of 20,000 Instant Prizes available for Australian residents during the AU Promotional Period and a maximum of 10,000 Instant Prizes available for NZ residents during the NZ Promotional Period. Each Instant Prize is a 1 month PC Game pass valued at AUD\$13.95/NZD\$16.95 (each an "**Instant Prize**"). Instant Prizes are redeemable at microsoft.com/redeem and must be redeemed by 30/09/2025. Valid payment method required. Unless you cancel, you will be charged the then-current regular membership rate when the promotional period ends. Subject to the Microsoft Services Agreement, Game Pass terms and system requirements at: xbox.com/subscriptionterms.

PUBLICATION

16. Daily Draw Prize winners and any ACT or SA winners of an Instant Prize will have their details (first initial, surname and postcode) published online at www.ShapesWin.com on 03/03/2025, 03/04/2025 and 12/05/2025.

UNCLAIMED PRIZE DRAW

17. A draw for any unclaimed Daily Draw Prize or unclaimed or un-won Instant Prize will take place 11:00am AEST at KollwitzOwen, Suite 251/10-20 Gwynne Street, Cremorne, VIC 3121 on 08/07/2025 subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) days of the draw. In the event of any Daily Draw Prize winners or ACT or SA winners of an Instant Prize, their details (first initial, surname and postcode) will be published online at www.ShapesWin.com on 15/07/2025.

GENERAL

18. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the sole and absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly show that a Qualifying Purchase of an Eligible Product was made by the entrant in accordance with the entry requirements.
19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole and absolute discretion, to disqualify any individual who the Promoter has reason to believe has:
 - (a) breached any of, or does not qualify to participate in the promotion under, these Terms and Conditions;
 - (b) tampered with the entry process; or
 - (c) engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion.

Errors and omissions may be accepted at the Promoter's sole and absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a

waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are fully reserved.

20. Incomplete or indecipherable entries will be deemed invalid at the sole and absolute discretion of the Promoter.
21. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the entrant.
22. The Promoter's decision relating to an entry is full and final and no correspondence will be entered into.
23. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim an Instant Prize/Daily Draw Prize at or by the time stipulated by the Promoter, then the Instant Prize/Daily Draw Prize will be deemed to be fully forfeited.
24. If an Instant Prize/Daily Draw Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Instant Prize/Daily Draw Prize with a prize to the equal value and/or specification, subject to any written directions from a legislative or regulatory authority.
25. The total prize pool available to be won in Australia is AUD\$343,308. The total prize pool available to be won in New Zealand is NZD\$231,203. Prizes won pursuant to these Terms and Conditions are not transferable or exchangeable and cannot be taken as cash, unless otherwise determined by the Promoter in its sole and absolute discretion.
26. All entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including in a photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of marketing this promotion (including any outcome), and for marketing any products manufactured, distributed and/or supplied by the Promoter.
27. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, illegality, unauthorised intervention or fraud, the Promoter reserves the right, in its sole and absolute discretion, and to the fullest extent permitted by law:
 - (a) to disqualify any entrant; or
 - (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject always to any written directions from a legislative or regulatory authority.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used and the entrant's relevant accessibility at the time. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
29. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any Instant Prizes that are won but remain unclaimed will be awarded in the unclaimed prize draw. Instant win game materials will be void if they are stolen, forged, mutilated or tampered with in any way.

LIABILITY

30. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective directors, officers, employees and agents) excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the promotion.
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective directors, officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of:
- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these Terms and Conditions;
 - (e) any tax liability incurred by a winner or entrant; or
 - (f) use of a prize.

PRIVACY

32. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian and New Zealand regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.arnotts.com/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant, where the entrant has expressly given consent. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Entrants PI may be held and processed overseas by the Promoter's related companies and service providers. The Promoter has service providers and/or related companies that are based in various countries, including; Australia, New Zealand, Japan, Hong Kong, Malaysia, Indonesia, Singapore, Taiwan, India, the United Kingdom and United States. When the Promoter transfers PI to others or outside Australia or New Zealand, they will comply with applicable privacy laws and will take steps to ensure it is treated in the same way that the Promoter would treat it.

NSW Authority No. TP/01454. ACT Permit No. TP24/02205. SA Permit No. T24/1698